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KOHN SWIFT & GRAF PC

003/006

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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DOC #:
DATE FILED: 8/27/13

ALDO VERA, JR., as Personal)	
Representative of the Estate of Aldo Vera,)	12 Civ. 1596 (AKH)
Sr.,)	
)	
Plaintiff,)	STIPULATED TURNOVER ORDER
)	
v.)	
)	
THE REPUBLIC OF CUBA)	
)	
Defendant,)	
)	
v.)	
)	
COMMERZBANK AG,)	
)	
Garnishee.)	
)	

AND NOW, this 27 day of August, 2013, counsel for Plaintiff Aldo Vera, Jr. and Commerzbank AG ("Commerzbank") stipulate and agree as follows:

1. Plaintiff Aldo Vera, Jr., as personal representative of the Estate of Aldo Vera, Sr., obtained a Judgment in this Court on August 20, 2012 in the amount of \$49,346,713.22, of which \$48,511,553.06 remains unsatisfied.
2. On August 23, 2013, the Plaintiff filed an Amended Uncontested Motion for Turnover Pursuant to Federal Rule of Civil Procedure 69 and CPLR 5225(b) against Commerzbank (the "Motion") (ECF Dkt. No. 289, which is currently pending before the Court.
3. Commerzbank has provided notice to the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") of this Motion and OFAC has not appeared or otherwise objected to the relief sought in the Motion.

4. Plaintiff's Motion establishes that the Turnover Assets detailed in Exhibit 3 of the Motion, totaling \$5,829,840.69 as of July 31, 2013, are subject to turnover pursuant to N.Y. C.P.L.R. § 5225, 28 U.S.C. § 1610(g) and the Terrorism Risk Insurance Act of 2002, Pub. L. No. 107-297, 116 Stat. 2322 (2002), codified at 28 U.S.C. § 1610 note, in partial satisfaction of Plaintiff's judgment.

5. Plaintiff's counsel has provided notice to the judgment creditors in *Villoldo v. Castro Ruiz*, No. 11-cv-9394 (LTS) (S.D.N.Y) and *Hausler v. The Republic of Cuba, et al.*, No. 09 Civ. 10289 (VM) (S.D.N.Y.) of this Stipulated Turnover Order. Plaintiff's counsel has informed Commerzbank's counsel that these judgment creditors shall execute certain covenants not to sue Commerzbank, which covenants will be delivered in escrow to counsel for Commerzbank in advance of the transfer of the Turnover Assets as provided for below.

6. Within ten (10) business days after this Order is no longer subject to appeal and after delivery to Commerzbank's counsel of the covenants not to sue, Commerzbank shall pay and turn over to Plaintiff \$5,829,840.69 plus accrued interest by wire transfer to Kohn Swift & Graf, P.C. pursuant to wire instructions to be furnished Garnishee by Plaintiff, in partial satisfaction of Plaintiff's judgment of August 20, 2012.

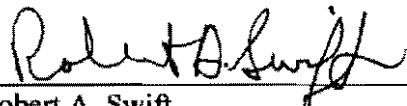
7. Upon payment and turnover of the aforesaid amount (a) Plaintiff releases and discharges Commerzbank from all liability and obligations of any nature to Plaintiff.

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Attorney for Commerzbank AG

So Ordered:

Alvin K. Hellerstein
United States District Judge

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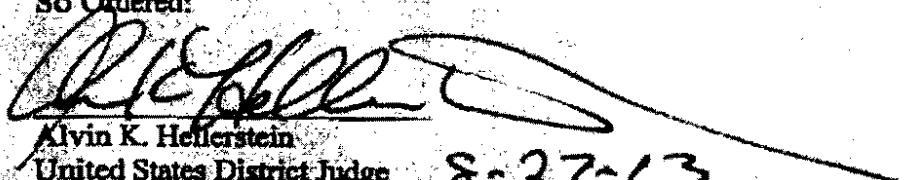
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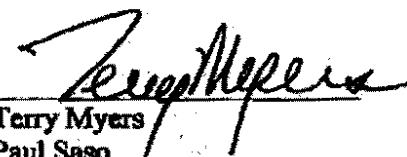
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